

APPENDIX A TO PLAINTIFFS' MOTION FOR CLASS CERTIFICATION

In re Seagate Technology LLC Litigation

State Consumer Protection Law	Intent Required?	Omissions Theory Acceptable?	Reliance Required?	Available Remedies	Legal Authority
California's Unfair Competition Law	No	Yes	No	Injunctive, Restitution	<i>Corbett v. Sup. Ct.</i> , 101 Cal. Rptr. 2d 46, 71 (Cal. Ct. App. 2002) (“[A]ll that need be shown in UCL actions is that the challenged business practice is likely to deceive consumers, not that it has actually done so.”); <i>Anunziato v. eMachines, Inc.</i> , 402 F.Supp.2d 1133, 1137 (C.D. Cal. 2005) (“Omissions alone can form the basis for UCL and FAL liability”); Cal. Bus. & Prof. Code § 17203 (allowing restitution and injunctive relief).
California's False Advertising Law	No	Yes	No	Injunctive, Restitution	<i>Punian v. Gillette Co.</i> , 2015 WL 4967535, at *9 (N.D. Cal. Aug. 20, 2015) (“[A] plaintiff bringing a claim under the FAL must allege sufficient facts to show that a defendant knew that any allegedly false or misleading statements were false or misleading when made.”); <i>Hodson v. Mars, Inc.</i> , 162 F. Supp. 3d 1016, 1023-24 (N.D. Cal. 2016) (citing cases) (omissions may proceed where “the defendant actually made a statement, but omitted information that undercuts the veracity of the statement.”); Cal. Bus. & Prof. Code § 17500 (providing available forms of relief).
California's Consumers' Legal Remedies Act	No	Yes	No	Injunctive, Restitution, Actual damages, Punitive, Attorneys' fees	<i>Chamberlan v. Ford Motor Co.</i> , 369 F. Supp. 2d 1138, 1144 (N.D. Cal. 2005) (intentional breach or intent to deceive not required for CLRA claim, and recognizing omissions as actionable); Cal. Civ. Code § 1780(a) (providing available forms of relief).
Florida	No	Yes	No	Actual damages	<i>Davis v. Powertel, Inc.</i> , 776 So. 2d 971, 974 (Fla. Ct. App. 2000) (quoting <i>In re Int'l Harvester</i>

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					<i>Co.</i> , 104 F.T.C. 949 (1984)) (under Florida's consumer protection act, a "deceptive" practice "is one that is 'likely to mislead' consumers'" not one that defendant intended to be deceptive); <i>State, Office of Att'y Ge. Dep't of Legal Affairs v. Wyndham Int'l, Inc.</i> , 869 So.2d 592, 598 (Fla. Ct. App. 2004) (stating for FDUTPA, plaintiff need not show reliance "on the representation <i>or omission</i> at issue." (emphasis added)); <i>In re Seagate Technology LLC</i> , No. 3:16-cv-00523-JCS, Order Regarding Mot. to Strike & for Judgment on the Pleadings, ECF 130 at 10 (citing cases) (reasoning reliance not required); Fla. Stat. § 501.211(2) (actual damages recoverable).
Massachusetts	No	Yes	No	Actual damages, Injunctive	<i>Aspinall v. Philip Morris Cos.</i> , 442 Mass. 381, 394, 399 (2004) (under Massachusetts law prohibiting unfair or deceptive acts or practices, plaintiff need not show intent to deceive and stating benefit of bargain damages recoverable); <i>Casavant v. Norwegian Cruise Line, Ltd.</i> , 919 N.E.2d 165, 169 (Mass. Ct. App. 2009) (defendant's failure to furnish its refund policy was unfair or deceptive practice under Massachusetts law); <i>Baker v. Goldman Sachs & Co.</i> , 949 F. Supp. 2d 298, 307 (actual reliance not necessary); (actual reliance not necessary); M.G. L. c. 93A §11 (actual damages recoverable).
New York	No	Yes	No	Actual damages	<i>Stutman v. Chem. Bank</i> , 731 N.E.2d 608, 611 (N.Y. 2000) (stating elements for New York's Deceptive Acts and Practices Statute, including

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					the practice must be objectively likely to mislead a reasonable consumer, and not stating intent is required); <i>id.</i> at 612-13 (stating objective standard applies for both omissions and misrepresentations, and that the act does not require traditional reliance); <i>Wilner v. Allstate Ins. Co.</i> , 893 N.Y.S2d 208, 218 (N.Y. App. Div. 2010) (stating actual damages recoverable).
South Carolina	No	Yes	No	Actual damages	<i>City of Charleston, SC v. Hotels.com, LP</i> , 487 F. Supp. 2d 676 (D.S.C. 2007) (elements of SCUTPA claim and intent is not one); <i>Wilson v. Ortho-McNeil-Janssen Pharma., Inc.</i> , 777 S.E.2d 176, 195-96 (S.C. 2015) (upholding jury instruction for South Carolina's Unfair Trade Practices Act in accordance with FTC guidance that included "representations or omissions in connection with the sale of a product without adequate disclosures"); <i>Gentry v. Yonce</i> , 522 S.E.2d 137, 143 (S.C. 1999) (stating practice is unfair under South Carolina statute when it has a tendency to deceive); S.C. CODE § 39-5-140(a) (providing for actual damages).
South Dakota	Yes	Yes	No	Actual damages, Injunctive	S.D. Codified Laws § 37-24-6(1) (requiring defendant "knowingly and intentionally" use a deceptive act or practice; states unlawful to engage in deceptive act or practice "or [to] omit any material fact in connection with the sale or advertisement of any merchandise, regardless of whether any person has in fact been misled, deceived, or damaged thereby"); S.D. Codified

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					Laws § 37-24-31 (providing for actual damages).
Tennessee	No	Yes	No	Actual damages	<i>GenTech Const., LLC v. Nature Corp.</i> , 2011 WL 1257943, *25 (E.D. Tenn. Mar. 31, 2011) (intent to deceive not required under TCPA); <i>Cloud Nine, LLC v. Whaley</i> , 650 F. Supp. 2d 789, 796-97 (E.D. Tenn. 2009) (omissions are sufficient under Tennessee Consumer Protection Act and unfair or deceptive acts include those likely to mislead a reasonable consumer); Tenn. Code Ann. § 47-18-109(a)(1).
Texas	No	Yes	No	Actual damages or out-of-pocket, Injunctive	<i>Miller v. Keyser</i> , 90 S.W.3d 712, 716 (Tex. 2002) (intent to misrepresent or knowledge is not necessary under DTPCPA); Tex. Bus. & Comm. Code § 17.46(b)(23) (allowing for omissions); <i>Alford Chevrolet-Geo v. Murphy</i> , 2002 WL 31398487, at *1 (Tx. Ct. App. Oct. 25, 2002) (reliance not required for DTPCPA, only that the act or omission was “a substantial factor in bringing out the injury”); Tex. Bus. & Comm. Code § 17.50(b), (d); <i>Kinerd v. Colonial Leasing Co.</i> , 800 S.W.2d 187 (Tex. 1990) (buyer awarded out-of-pocket expenses plus difference between purchase price and product’s actual value); <i>Integrated Title Data Sys. V. Dulaney</i> , 800 S.W.2d 336 (Tex. App. 1990) (damages equaled purchase price because product was found to have no value).